

Gerald C. Bender (GB-5849)  
Lawrence A. First (LF-9650)  
Ira S. Sacks (IS-2861)  
FRIED, FRANK, HARRIS, SHRIVER  
& JACOBSON  
(A Partnership Including  
Professional Corporations)  
Attorneys for Debtors  
and Debtors-in-Possession  
One New York Plaza  
New York, New York 10004  
(212) 859-8000  
UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

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In re:	:	
	:	Chapter 11
RANDALL'S ISLAND FAMILY GOLF CENTERS, :	:	Case Nos. 00-_____
INC., <u>et al.</u> ,	:	through 00-_____
	:	
Debtors.	:	(Jointly Administered)

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AFFIDAVIT OF LAWRENCE A. FIRST PURSUANT  
TO BANKRUPTCY RULE 2014 ON BEHALF OF  
FRIED, FRANK, HARRIS, SHRIVER & JACOBSON  
AS PROPOSED ATTORNEYS FOR DEBTORS-IN-  
POSSESSION, AND DISCLOSURE PURSUANT TO  
SECTION 329 OF THE BANKRUPTCY CODE AND  
BANKRUPTCY RULE 2016

STATE OF NEW YORK     )  
                              )     ss.:  
COUNTY OF NEW YORK    )

LAWRENCE A. FIRST, being duly sworn, deposes and says:

1. I am an attorney duly admitted and in good standing to practice before the United States District Court for the Southern District of New York, and a member of the firm of Fried, Frank, Harris, Shriver & Jacobson, a partnership which includes professional corporations ("Fried Frank"). My firm maintains offices for the practice of law at One New York Plaza, New York,

New York 10004, and other locations. I submit this affidavit (the "Affidavit") in connection with the application of the above-captioned debtors and debtors-in-possession (collectively, the "Debtors"), to retain Fried Frank as their attorneys in the above-captioned chapter 11 cases, pursuant to section 327(a) of title 11 of the United States Code (the "Bankruptcy Code"), and to provide the disclosures required under section 329(a) of the Bankruptcy Code and Rules 2014(a) and 2016(b) of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules").

2. In order to ascertain Fried Frank's "connections", as that term is used in Bankruptcy Rule 2014, with the Debtors or other parties-in-interest, Fried Frank reviewed a list of its active clients to determine whether Fried Frank currently represents creditors of the Debtors, known equity security holders of the Debtors, the Debtors' lenders, directors and officers or financial advisors. In addition, Fried Frank distributed to all Fried Frank attorneys an inquiry memorandum which listed the names of the Debtors, subsidiaries of the Debtors, creditors of the Debtors with significant claims (i.e., over \$2,000), debt and equity security holders of the Debtors with significant holdings, the Debtors' lenders, directors and officers, and financial advisors and inquired as to all of the matters that could constitute "connections" within the meaning of Bankruptcy Rule 2014. In addition, the inquiry memorandum was provided to Fried Frank's accounting and records departments for a conflict check using the firm's records to determine if Fried Frank represented any of the listed entities.

3. Based upon the results of that inquiry and conflict check (and any and all knowledge I have apart from the results of that inquiry), Fried Frank, to the best of my knowledge and belief (after what I consider to be an appropriate inquiry), does not hold or represent any interest adverse to the Debtors' estates, and is a "disinterested person" as that term is defined in sections 101(14) and 327(a) (as limited by section 1107(b)) of the Bankruptcy Code.

4. Disclosure with respect to any "connections" Fried Frank has or has had with the Debtors, their creditors, or any other parties-in-interest, any of their respective attorneys and accountants, the United States Trustee or any employee of that office, insofar as I know or have been able to ascertain after reasonable inquiry, is set forth below:

(a) Prior to the filing of these chapter 11 cases, Fried Frank represented the Debtors with respect to their restructuring efforts, including (i) a potential recapitalization or reorganization involving all or part of the Debtors' assets, and (ii) the Debtors' efforts to obtain additional liquidity and to prepare the Debtors for a potential filing under chapter 11 if such additional liquidity could not be obtained.

(b) I, Fried Frank, its members (including members of the firm who are the designated attorneys of professional corporations ("Member Corporations")), attorneys who are "of counsel" and "special counsel" to Fried Frank, and associates of Fried Frank:

(i) have represented in the past and/or now represent and may in the future represent -- in each case in matters wholly unrelated to the Debtors and these cases -- creditors and/or debt or equity security holders (or their affiliates) of the Debtors (or their affiliates) including the entities listed on Exhibit 1 attached to this Affidavit;

(ii) had, or have, dealings (other than representations) -- again, in matters wholly unrelated to the Debtors and these cases -- with creditors and/or debt security holders of the Debtors (or their affiliates) including the entities listed on Exhibit 2 attached to this Affidavit; and

(iii) may have appeared in other cases unrelated to this case where the Debtors, their creditors, debt security holders or other parties-in-interest (or their affiliates) were involved, although I know of no instances in which Fried Frank so appeared, and I am confident that if Fried Frank did so, any such matter was wholly unrelated to this case.

(c) Fried Frank has represented Zolfo Cooper, LLC ("Zolfo Cooper"), a nationally known business advisory and interim management firm and the Debtors' financial advisor, in matters wholly unrelated to the Debtors and these cases.

In addition, Zolfo Cooper has performed professional services, in matters wholly unrelated to the Debtors and these cases, for clients of Fried Frank. Fried Frank has also been a "co-professional" with Zolfo Cooper in representing clients in bankruptcy as well as in non-bankruptcy related matters.

(d) Fried Frank has represented and is representing Magten Asset Management Corp. ("Magten"), a proposed lender to the Debtors in these chapter 11 cases, and certain of Magten's affiliates, in a number of matters wholly unrelated to the Debtors and these chapter 11 cases. In addition, Magten and/or its affiliates have also been involved in other matters and cases, likewise unrelated to these cases, in which Fried Frank has been involved. Fried Frank is not representing or acting for Magten in any way in connection with these chapter 11 cases. Magten has been represented throughout its relationship with the Debtors by counsel other than Fried Frank.

(e) Fried Frank currently represents Golden Bear Golf, Inc. ("Golden Bear"), a creditor of the Debtors and a licensor of the "Golden Bear" trademark to the Debtors, in matters wholly unrelated to the Debtors and these cases.

(f) Fried Frank currently represents The Chase Manhattan Bank, agent for certain lenders under the Debtors' prepetition working capital facility, in matters wholly unrelated to the Debtors and these cases. In addition, Fried Frank currently represents Bank of America, N.A., a

lender under the Debtors' prepetition working capital facility and a mortgagee of the Debtors with respect to certain of the Debtors' properties, in matters wholly unrelated to the Debtors and these cases. Moreover, Fried Frank currently represents CIBC, Inc., another lender under the Debtors' prepetition working capital facility. Furthermore, Fried Frank currently represents Banco Popular and Bank of Montreal, mortgagees of the Debtors with respect to certain of the Debtors' properties.

(g) Partners, Member Corporations, attorneys who are of counsel, special counsel and/or associates of Fried Frank own stock or debt in the following creditors and/or debt or equity security holders (or their affiliates) of the Debtors or other parties-in-interest:

- (i) Bank of America, N.A.
- (ii) International Business Machines Corporation
- (iii) T. Rowe Price
- (iv) Bank One Trust Company, N.A.
- (v) Lucent Technologies
- (vi) Citibank, N.A.

However, I have been advised that none of such individuals owns sufficient stock or debt of any such creditor, debt or equity security holder or party-in-interest to influence its affairs in any way, or that the value or the ability to dispose of such stock or debt would be affected in any discernable way by any event in these cases.

5. To the best of my knowledge, information and belief, there are no other instances wherein Fried Frank has, has had, or might be deemed to have or have had "connections" with the Debtors, their creditors, their debt or equity security holders or other parties-in-interest. None of the "connections" disclosed above, in my view, affects Fried Frank's disinterestedness, nor is likely to do so in the future.

6. Given the unusually large number of debtors, the size and complexity of the Debtors' businesses, and the number of parties-in-interest in these cases, it is possible that Fried Frank, despite reasonable efforts to discover connections as described above, has other connections with creditors, debt and equity security holders or parties-in-interest not listed on Exhibits 1 or 2, or otherwise disclosed in this Affidavit. I am not aware, however, of any connections not disclosed, and I am confident that if there were any such other connections, they were unrelated to these cases, and would have no effect on our representation.

7. In connection with its representation of the Debtors, Fried Frank will charge its standard hourly rates for Bankruptcy Court authorized engagements in effect at the time that Fried Frank performs professional services herein. Fried Frank's rates for Bankruptcy Court authorized engagements are lower than the standard hourly rates charged by Fried Frank with respect to other restructuring and insolvency engagements. As of the date of execution of this Affidavit, the ranges of Fried Frank's standard hourly rates for Bankruptcy Court authorized engagements

are as follows: the hourly rates for partners range from \$490 per hour to \$650 per hour, based upon a variety of factors, including seniority and distinction and expertise in one's field; the hourly rates for "of counsel" range from \$420 per hour to \$590 per hour; the hourly rates for "special counsel" range from \$420 per hour to \$435 per hour; the hourly rates for associates range from \$235 per hour to \$400 per hour, based on year of graduation from law school; and the hourly rates for legal assistants range from \$90 per hour to \$160 per hour. In the normal course of business, Fried Frank revises its hourly rates from time to time. I believe that these rates, and the terms and conditions of Fried Frank's employment, are reasonable.

8. The Fried Frank bankruptcy and restructuring attorneys and legal assistants who are likely to perform services in the above-captioned cases and the hourly rates attributable to their work, effective as of the date of this Affidavit, are:

Brad Eric Scheler	(Partner since 1984; Law School Class of 1977)	\$650
Ira S. Sacks	(Partner since 1988; Law School Class of 1974)	\$590
Lawrence A. First	(Partner since 1994; Law School Class of 1987)	\$540
Gerald C. Bender	(Special Counsel since 1997; Law School Class of 1984)	\$435
Catherine E. Finnerty	(Associate, Class of 1996)	\$335
Gary L. Kaplan	(Associate, Class of 1997)	\$315
Brian W. Harvey	(Associate, Class of 1999)	\$235
Ayodele Landry	(Legal Assistant)	\$120



9. As these chapter 11 cases proceed, it is possible that additional Fried Frank partners, "of counsel," "special counsel," associates and legal assistants may be assigned to work on these cases. It is also likely that Fried Frank's representation of the Debtors will require the active participation of attorneys from other Fried Frank departments, in addition to the bankruptcy and restructuring lawyers assigned to these cases and listed above. To the fullest extent possible, lawyers having the requisite expertise who already have knowledge with respect to these areas and/or the matters involved will be assigned to these cases so that duplication of effort is avoided. Consistent with the ranges of hourly rates described above, the hourly rates of the other Fried Frank partners, "of counsel," "special counsel," associates and legal assistants that hereafter may act for the Debtors may be higher or lower than those of the persons listed above.

10. In addition to the hourly rates set forth above, Fried Frank customarily charges its clients for all ancillary services incurred, including photocopying charges, long distance telephone calls, facsimile transmissions, messengers, courier mail, computer and data bank time, word processing, secretarial overtime and temporary employees, overtime meals, overtime and late night transportation, travel, lodging, meal charges for business meetings, postage, printing, transcripts, filing fees, document retrieval, and similar items. Subject to this Court's order(s) with respect to the reimbursement of ancillary services,

Fried Frank will be seeking reimbursement of all such charges incurred on behalf of the Debtors.

11. In July 1999, Fried Frank was engaged by the Debtors' to assist them in connection with a potential recapitalization or restructuring involving the Debtors' assets. Fried Frank was also engaged to assist the Debtors in their efforts to obtain additional liquidity and to prepare the Debtors for a potential filing under chapter 11 if such additional liquidity could not be obtained.

12. In connection with its engagement, Fried Frank received advance payments of \$628,447.63 (the "Advance Payments") from the Debtors for professional and ancillary services to be rendered and incurred in connection with such services. Fried Frank has performed such services and has rendered statements to the Debtors in respect of such services in the aggregate amount of \$428,447.63. At the termination of Fried Frank's engagement, Fried Frank will provide the Debtors with a final statement which will reflect the amounts by which, if any, the accumulated advances exceeded the accumulated charges for all of Fried Frank's services, and Fried Frank will pay such amounts to the Debtors.

13. No promises have been received by Fried Frank, nor any partner (including Member Corporations), any attorney who is "of counsel" or "special counsel" to Fried Frank, or any associate of Fried Frank, as to compensation in connection with these cases other than in accordance with the provisions of the

Bankruptcy Code. Neither Fried Frank, nor any partner (including Member Corporations) of Fried Frank, attorney who is "of counsel" or "special counsel" to Fried Frank, or any associate of Fried Frank, has any agreement with any other entity to share with such entity any compensation received by Fried Frank in connection with these cases, or in connection with Fried Frank's pre-chapter 11 representation of the Debtors.

14. By reason of the foregoing, I believe that Fried Frank is eligible for employment and retention by the Debtors pursuant to sections 327 and 328 of the Bankruptcy Code and the applicable Bankruptcy Rules.

/s/ Lawrence A. First  
Lawrence A. First

Sworn to before me this  
4 day of May, 2000

/s/ Catherine E. Finnerty  
Notary Public  
State of New York  
No. 02FI6002574  
Qualified in New York County  
Commission Expires 02/09/2002

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**EXHIBIT 1**

**Creditors and Debt Security Holders of the  
Debtors that are Past and/or Present Clients**

**Creditors**

Bank One  
BellSouth Corporation  
Coca Cola Bottling of New York  
Fleet Bank  
GE Capital  
General Motors Acceptance Corporation  
Reckson Management Group  
Rhône-Poulenc Agriculture Company  
Staples, Inc.  
Textron Financial Corp.  
The Metropolitan Transportation Authority  
Turner Construction Co.  
Yellow Freight Systems, Inc.

**Debt Security Holders**

Bank of America, N.A.  
Bank of New York  
Bankers Trust Company  
Bear Stearns Securities Corp.  
Brown Brothers Harriman & Co.  
Charles Schwab & Co., Inc.  
The Chase Manhattan Bank  
Citibank, N.A.  
Davenport & Company, LLC

Dean Witter Reynolds, Inc.

Donaldson, Lufkin and Jenrette Securities Corporation

Fiserv Correspondent Services, Inc.

Goldman Sachs & Co.

Lehman Brothers, Inc.

Merrill, Lynch, Pierce, Fenner & Smith Safekeeping

Morgan Stanley & Co., Incorporated

Paine Webber Incorporated

Prudential Securities Incorporated

Salomon Smith Barney, Inc.

Southwest Securities, Inc.